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BOND FOR A DEED
KNOW ALL MEN BY THESE PRESENTS

023212

THAT, **Lisa M. Wilde**, whose mailing address is RR 3, Box 2294, Oakland, ME 04963, is holden and stands firmly bound and obliged unto **James R. Tardiff**, whose mailing address is 398 Main Street, Waterville, ME 04901, in the full and just sum of Thirty-four thousand six hundred twenty-nine and 60/100 (\$34,629.60), to be paid unto the said James R. Tardiff, his heirs, executors, administrators, and assigns; to the which payment well and truly to be made, she does bind her successors and assigns, firmly by these presents.

Dated this 2ND day of October in the year of our Lord One Thousand Nine Hundred and Ninety-five.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the said Lisa M. Wilde, has agreed and hereby agrees to sell and convey to the said James R. Tardiff, his heirs, executors, administrators and assigns forever, all her right, title and interest in:

A certain lot or parcel of land situated in Waterville, County of Kennebec and State of Maine, with the buildings thereon, being part of lot numbered four (4) of tract of land known as Elmwood Villa and on map of said land, made by J.H. Burleigh, C.E., filed in the Kennebec Registry of Deeds, bounded and otherwise described as follows, to wit:

Commencing at a point in the westerly line of Russell Street, just ninety (90) feet from the southwesterly corner of Western Avenue and Russell Street, measured in a southerly direction; thence southerly along said Russell Street sixty (60) feet; thence westerly in a line parallel to the southerly line of Western Avenue fifty (50) feet; thence northerly in a line parallel to the westerly line of Russell Street sixty (60) feet; thence easterly fifty (50) feet to the point of beginning.

Also another lot or parcel of land with the buildings thereon situated in said Waterville and being part of a tract of land known as Elmwood Villa and part of lot designated as lot numbered four (4) of said tract, and on the map of said land, made by J.H. Burleigh, C.E., and filed in the Kennebec County Registry of Deeds, being part of the premises deeded to Thomas R. Manners on the 24th day of June, 1903, by Charles P. Crommett, said deed being recorded in the Kennebec County Registry of Deeds in Book 455, Page 12, bounded and also described as follows, to wit:

Commencing at the southwesterly corner of Western Avenue and Russell Street, so-called, running thence westerly along the southerly side of Western Avenue, fifty (50) feet; thence southerly ninety (90) feet; thence easterly fifty (50) feet; thence northerly along the westerly line of Russell Street, so called, ninety (90) feet to the point of beginning.

Being the premises acquired by Keith Wilde and Lisa M. Wilde by Warranty Deed from Roger D. St. Amand dated January 29, 1988 and recorded in the Kennebec County Registry of Deeds in Book 3300, Page 220. Keith Wilde deeded his interest to Lisa M. Wilde by Warranty Deed dated March, 1992 and recorded in the Kennebec County Registry of Deeds in Book 4083, Page 238.

And, Whereas, the said, James R. Tardiff, in consideration thereof has agreed to pay to said Lisa M. Wilde, her heirs and assigns, the sum of Thirty-four thousand six hundred twenty-nine and 60/100 (\$34,629.60), plus interest in accordance with the following:

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The sum of \$339.16 per month, which payment includes principal and interest (at 6 percent per annum) by making payments on Lisa M. Wilde's mortgage on the premises under mortgage to Fleet Bank of Maine dated January 29, 1988 and recorded in the Kennebec County Registry of Deeds in Book 3330, Page 222 and assigned to Maine State Housing Authority by Assignment recorded in Book 3309, Page 219. James R. Tardiff shall have the right to make the payments directly to Fleet Bank of Maine and shall have the right to prepay the full balance of the underlying mortgage at any time.

James R. Tardiff shall be responsible for the late charges for late payments equal to any late charge incurred on the underlying financing with Fleet Bank of Maine or any successor bank.

James R. Tardiff, shall also be obligated to pay all of the real estate taxes, utilities, maintenance, repairs and insurance during the term of this agreement.

James R. Tardiff, agrees that if default be made in the payment of any installment of the balance due under this Bond for a Deed, or in the performance of any provision of this Bond for a Deed, and said default is not cured within thirty (30) days after written notice of such default from Lisa M. Wilde to James R. Tardiff, then, at Lisa M. Wilde's option, Lisa M. Wilde, may foreclose and terminate this Bond for a Deed, in which event Lisa M. Wilde, shall declare this Bond for a Deed foreclosed, including without limitation, the right to use the rights and remedies conferred under Title 14, M.R.S.A., §6203-F, and all rights of James R. Tardiff hereunder shall thereupon cease and terminate and all sums of money paid hereunder shall belong to and be retained by Lisa M. Wilde, as liquidated damages, and James R. Tardiff shall immediately deliver to Lisa M. Wilde, peaceful possession of said premises, and Lisa M. Wilde, may, after the expiration of the period of redemption, re-enter said premises and remove all persons therefrom, provided that if Lisa M. Wilde, uses any method of foreclosure, the applicable redemption period shall be ninety (90) days, notwithstanding a statutory provision for a lesser period of redemption.

Now, if after the payment of said sum of \$34,629.60, plus interest as provided herein, before or at the time the same shall become due, and at the request of the said James R. Tardiff, his heirs, executors, administrators or assigns, the said Lisa M. Wilde, her heirs and assigns shall make, execute and deliver to the said James R. Tardiff, his heirs, executors, administrators, or assigns, a good and sufficient Warranty Deed of said real estate, clear of encumbrances, except normal utility easements serving the premises, then this obligation shall be void, otherwise remain in full force and virtue.

Lisa M. Wilde and James R. Tardiff, join in this instrument for the purpose of acknowledging the conditions and their responsibilities hereunder.

Said James R. Tardiff, is to have possession of said premises and collect all rents until he shall have failed to perform the condition of this bond.

Signed, Sealed and Delivered
in the Presence of:

William P. Subord
Witness

William P. Subord
Witness

Lisa M. Wilde
Lisa M. Wilde
James R. Tardiff
James R. Tardiff

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STATE OF MAINE
Kennebec, ss.

Dated: October 2, 1995.

Personally appeared the above-named Lisa M. Wilde and acknowledged the above instrument to be her free act and deed.

Before me,

William P. Dubord
Notary Public

Print Name: WILLIAM P. DUBORD
Comm Exp: My Commission Expires 6/26/2001
Attorney At Law
Notary Public

STATE OF MAINE
Kennebec, ss.

Dated: October 2, 1995.

Personally appeared the above-named James R. Tardiff and acknowledged the above instrument to be his free act and deed.

Before me,

William P. Dubord
Notary Public

Print Name: WILLIAM P. DUBORD
Comm Exp: My Commission Expires 6/26/2001
Attorney At Law
Notary Public

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ATTEST: James R. Tardiff
REGISTER OF DEEDS